



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

December 3, 2010

REQUEST FOR PROPOSALS (RFP) NO. 057

SELECTION OF LOAN AND PROGRAM ADMINISTRATOR FOR MULTIFAMILY RETROFIT LOAN LOSS RESERVE FUND OF THE CHICAGO REGION RETROFIT RAMP-UP (CR3) PROGRAM

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested lenders, and partner organizations to manage the Multifamily Retrofit Loan Loss Reserve Fund for the *Chicago Region Retrofit Ramp-Up (CR3)* program as described in the enclosed Request for Proposals (RFP).

If your organization is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., Monday, December 20, 2010.**

A non-mandatory pre-bid information session will be held on Tuesday, December 14 at 3:00 p.m. CST in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Organizations may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To register for the webinar/conference call, send an email to yambriz@cmap.illinois.gov requesting RFP 057 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered on Friday, December 10, 2010.

Participation with the pre-bid discussion is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish here. CMAP strongly encourages those interested in this project to attend. The presentation, questions and responses noted during the pre-bid discussion will be posted on our website with the RFP.

Thank you, and if you have any questions, please call me at (312) 386-8788.

Sincerely,

Margaret McGrath

Grant/Contract Officer
Enclosure

REQUEST FOR PROPOSAL (RFP) NO. 057

SELECTION OF LOAN AND PROGRAM ADMINISTRATOR FOR MULTIFAMILY LOAN LOSS RESERVE PROGRAM OF THE CHICAGO REGION RETROFIT RAMP-UP (CR3) PROGRAM

The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate lenders (financial institutions including banks, saving and loans, credit unions, community development financial institutions (CDFI), and mortgage companies) and partner organizations to submit proposals to act as loan and program administrator of the Multifamily Retrofit Loan Loss Reserve Fund of the Chicago Region Retrofit Ramp-Up (CR3) program as described in the enclosed Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

Project Background

In May 2010, the U.S. Department of Energy issued 25 awards nationally through the competitive Energy Efficiency and Conservation Block Grant (EECBG) [Retrofit Ramp-Up](#) stimulus initiative (now known as the BetterBuildings Initiative). A regional collaboration led by the Chicago Metropolitan Agency for Planning (CMAP) – in partnership with the City of Chicago Department of Environment, with support from the City of Rockford and suburban and regional stakeholders – was awarded \$25 million to transform the market for carrying out energy-efficient retrofits to commercial and residential buildings in northeastern Illinois.

The objective of the Chicago Region Retrofit Ramp-up (CR3) program is to build a comprehensive energy retrofit program which includes strategies to build a sustainable business model to aggressively retrofit commercial, industrial, and residential buildings across northeastern Illinois. CR3 accelerates the existing Chicago Climate Action Plan implementation strategy and the Chicago Energy Efficiency Building Retrofit Strategy, across the metropolitan Chicago region including Rockford, leveraging significant existing resources and program components from partners, financial institutions and utility companies. The implementation of the CR3 is further integrated into the region's comprehensive plan, *GO TO 2040*. Over the three-year grant period, the project is expected to retrofit as many as 8,000 units, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

For a more complete description of each program component and the activities include, see a detailed program summary here: <http://www.cmap.illinois.gov/energy>.

The overall CR3 vision is to facilitate the transition of a fragmented retrofit market made up of a loose set of programs to a fully developed, efficient market that can operate with efficiencies of both scale and scope. When this happens, homeowners and business owners will have the information they need to make rational decisions about whether, how, and how much they desire to improve their energy performance. Financial products will be readily available to facilitate the installation of selected measures. And suppliers can respond to consumer demand for retrofits with consistent, efficient, and affordable solutions.

About the Project Partners

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now leads the implementation of *GO TO 2040*, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, *GO TO 2040* establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

The City of Chicago Department of Environment develops environmental policies, initiatives and programs, enforces the City's environmental code and regulations and works with other City departments, sister, state and federal agencies, businesses and not-for-profit organizations to protect and conserve our natural resources, prevent pollution, foster energy efficiency and engage Chicagoans in adopting environmentally-friendly behaviors. Mayor Richard M. Daley released the Chicago Climate Action Plan (CCAP), which is comprised of strategies and actions to meet Chicago's climate goals of CMAP RFP 57

reducing carbon dioxide equivalent emissions by 25% by 2020, and 80% by 2050. See <http://www.cityofchicago.org/city/en/depts/dae.html> and www.chicagoclimatereaction.org for more information.

About the Chicago Region Retrofit Steering Committee

The Chicago Region Retrofit Steering Committee's mission is to align missions and leverage resources, both technical and financial, to ensure that CR3 is fully implemented and obtains maximum impact. The Steering Committee plays a lead role in program development and strategic planning, proposal review & selection, reviewing progress and performance monitoring and making recommendations for corrective action. Membership currently includes leaders from ComEd, Peoples/North Shore Gas, Nicor, Illinois Department of Commerce and Economic Opportunity (DCEO), Illinois Science and Technology Coalition, CEDA, the Northern Illinois Energy Project, CMAP, and the Cities of Chicago and Rockford.

About the CR3 Program

The CR3 program initiates and manages program development, deployment, ongoing consultation, and evaluation of the necessary elements of a successful regional retrofit strategy. During the initial three year grant period funded by the U.S. Department of Energy, the CR3 program will retrofit at least 8,000 units, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

Through a series of RFP's to be issued later, CMAP anticipates contracting with a number of contractors to deploy various components of the CR3 program (in addition to this application) for the CR3 Project in three areas: (1) Information System (2) Finance Vehicles and (3) Workforce Intermediary. CMAP has the ultimate responsibility for assuring that the program is in full compliance with federal regulations, and will be responsible for oversight of data collection, program reporting, and ARRA compliance with all program sub-recipients. The organization chosen to lead the activities in this application will be accountable CMAP for all reporting and accounting procedures.

The CR3 program strategy includes three primary areas of work:

1. Access to comprehensive information;
2. Functional finance tools; and
3. Access to a trained workforce

Statement of Purpose

The CR3 Project Partners are seeking a lender to act as program administrator of the Multifamily Retrofit Loan Loss Reserve Fund (the "Fund") of the Chicago Region Retrofit Ramp-Up (CR3) program and promoting its program goals. The Fund aims to complement housing preservation initiatives taking place across the region by reducing energy costs in Multifamily (greater than 4 unit) rental buildings. The program will provide multifamily building owners and managers with a turn-key solution to retrofitting multifamily buildings, which includes financing provided through this program. A successful application will include a set of partners who can provide all of the necessary components to support a retrofit, including: energy assessment, financing, contractor oversight and performance monitoring.

The financial benefits of the Retrofit Projects are:

- (i) to reduce Borrowers' annual energy costs
- (ii) with the savings realized from the reduced energy costs, to enable Borrowers to pay off the Loans,
- (iii) to help Borrowers maintain affordable rents for their tenants, and
- (iv) to help create local rehab and construction jobs.

CMAP anticipates making one award (detailed below) under this Loan and Program Administrator for the Multifamily Retrofit Loan Loss Reserve Fund of the Chicago Region Retrofit Ramp-Up (CR3) program Request for Proposal (RFP). Interested proposing lenders must respond to all of the requirements outlined below. The CR3 project partners are looking for applicants to fulfill two roles: lender and program administrator. Both roles may be filled directly by the lender (which could be, but are not limited to, banks, savings and loans, credit unions, CDFIs, and mortgage companies) or in partnership with an organization. Eligible loan and program administrators should have an existing consumer finance and/or point of sale financing program established. "Lenders" must be able to demonstrate knowledge of and competence in credit underwriting, loan originations and closings, completion and recording of legal documents including

mortgages and notes, and meeting requirements for program data transmittal and reporting. Successful applications will also include leverage for the funds included in the application.

Proposals that do not incorporate 100 percent of all components listed below will not be considered. Lenders and partner organizations can apply for funds as a team within this request for proposals but must designate one lead applicant. Proposing lead applicants must clearly define the roles and responsibilities for the lead and any and all subcontractor(s). The lead applicant is solely responsible for any and all sub-contractual business arrangements. The subcontractors will have no legal or contractual recourse to the Chicago Metropolitan Agency for Planning.

The Multifamily Loan Loss Reserve Funds will not directly invest in building retrofits activities, but be used to capitalize a single loan loss reserve account ("LLR Account"). The sole purpose of the LLR Account is to serve as a source for payment to the recipient of dollar amounts that will reimburse recipient for actual losses experienced by it for certain types of energy-efficiency retrofit loans (as set forth below) that become delinquent (the "LLR Program").

The CR3 partners are looking for a program that leverages the Multifamily Loan Loss reserve funds at a minimum of 3:1, creating a Loan Pool of a minimum of \$4.5 million. The Loan Pool will be used as the lending mechanism for direct retrofit activities. The program should create or leverage a financial tool that offers building owners a below-market rate interest rate to complete the retrofit, and allow the attendant energy savings to cover the debt service. The loan loss reserve is intended to transfer a significant portion of the default risk (up to 90%) from the lender, thus allowing for increased activity in this market. Funds in the LLR Account will not be used to make direct loans to borrowers at any time. The selected organization will make energy efficiency loans ("Loans") from the Loan Pool, to the qualified owners of multifamily buildings ("Borrowers"). Loans will be restricted to energy-efficient rehab work that reduce annual operating costs of the buildings.

The selected loan and program administrator will be responsible for the daily management of the Multifamily Retrofit Loan Loss Reserve Fund program administration, assuring that all objectives are met, and that program progress is continually communicated to CMAP. As this program will be funded through an ARRA grant from the US Department of Energy, the selected entity may also be called on to meet with representatives from the Federal government performing monitoring functions.

Services include:

- Recruitment and enrollment of building owners into loan program.
- Oversight of all retrofit activity including contractor selection and management.
- Management of loan origination and administration
- Develop, deploy, manage and evaluate all key components of a Multifamily Retrofit Loan Loss Reserve Program in accordance with ARRA and BetterBuildings/EECBG (see link below).
- Reporting and compliance with the requirements of all applicable Federal, State and local laws, codes, regulations.

Applicants should also demonstrate the staff capacity and experience in managing federal compliance and monitoring requirements of retrofit activities through the American Reinvestment and Recovery Act particularly in terms of compliance and reporting, including Davis-Bacon, National Historic Preservation Act, National Environmental Protection Act and Buy American provisions (see guidance below).

This is an opportunity to substantially shape our region's energy consumption patterns for decades to come, and the selected program administrators should have a strong commitment to delivering high-quality services and products that help achieve the program's goal of transforming the energy retrofit market and managing a successful Loan Loss Reserve Fund for Multifamily housing. As industry experts, the selected program administrators are encouraged to actively promote the larger CR3 regional retrofit strategy beyond this loan program.

The U.S. Department of Energy has issued guidance on EECBG Finance Programs titled, "Guidance for Energy Efficiency and Conservation Block Grant Grantees on Financing Programs" with an effective date of August 10, 2010. Awardees of the Multifamily Loan Loss Reserve Fund must adhere to all program notices issued by the U.S. Department of Energy applicable to the EECBG program including any future amendments.

http://www1.eere.energy.gov/wip/pdfs/eeecbg_financing_guidance2010_08_10.pdf

General Information

As a result of responses to this application for approval, CMAP plans to review submissions and, if necessary, conduct interviews with selected applicants it determines can best meet the requirements outlined below. Negotiations will be held as necessary to select participants that CMAP believes can best satisfy its requirements. Subject to "Reservation of Rights" below, it is anticipated the term of the contract(s) will be for a period ending in May 18, 2013.

SECTION 2: Scope of Project and Procurement Details

Project Background

The goal of this program is to scale up implementation of energy efficiency measures in multi-family housing in the CR3 region. Interested loan and program administrators must respond to all of the requirements outlined below. CR3 is funded for a three year period that began on May 18, 2010. All funds in the program must be allocated to specific projects within 18 months, by November 18, 2011, and expended by the end of the program period on May 18, 2013.

The CR3 Project Partners are seeking a loan and program administrator and lender for the Multifamily Retrofit Loan Loss Reserve Fund of the Chicago Region Retrofit Ramp-Up (CR3) program and promote larger CR3 program goals. Under this program, a loan loss reserve will be used to stimulate lending activity to increase building energy efficiency. The following measures can be used:

- installation of insulation
- installation of efficient lighting
- heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades;
- weather sealing;
- the purchase and installation of ENERGY STAR appliances;
- replacement of windows and doors
- installation of solar powered appliances with improved efficiency;

Geographic Service Area

Activities must take place throughout the seven-county (Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will) metropolitan Chicago region and/or the City of Rockford.

Multifamily Loan Loss Reserve Program Administration Scope of Services

The selected loan and program administrator will be responsible for general program and administration of the program. Tasks include:

- Develop, deploy, manage and evaluate all key components of a Multifamily Retrofit Loan Loss Reserve Fund in accordance with ARRA and EECBG.
- Develop forms for use in loan application process, loan disbursement and reporting.
- Establish Loan Pool and partner with other financial institutions (where appropriate).
- Underwrite below market rate loan products and terms to Multifamily building owners for retrofit activities through the loan pool.
- Manage loan portfolio, execute loan agreements, and ensure timely loan payments of the loan pool.
- Coordinate the timely and efficient expenditure of CR3 program funds spending.
- Demonstrate the benefits of an energy efficiency retrofit in the Multifamily housing sector.
- Ensure all funds are used for the express purpose of the federal EECBG BetterBuildings Initiative approved activities.

Oversight of all retrofit activity including contractor selection and management

- Identify and contract with energy efficiency contractors.
- Ensure the delivery of quality retrofits and assure that contractors meet appropriate local certifications standards, and codes.
- Submit and report on quality assurance/quality control plan for all retrofit activities (this may be an existing plan).

Recruiting and enrollment of building owners into loan program

- Outreach and recruitment of owners, creation of loan documents, conduct credit checks, and creation of list of cost effective energy measures.

- Aggressively market the loan fund to Multifamily building owners. Applicants should submit a plan for building owner recruitment.
- Verify that applicants, activities and projects selected for loans comply with ARRA requirements and income requirements.
- Resolve building owner/program participant issues.

Reporting and compliance with the requirements of all applicable Federal, State and local laws, codes, regulations

- Compliance with the requirements of all applicable Federal, State and local laws, codes, regulations, DOE policy and Guidance, and instructions within this request for proposals, unless relief has been granted by the DOE and CMAP. The loan and program administrator shall ensure flow down of the requirements of applicable Federal, State, and local laws, regulations, DOE policy and guidance and instructions in the RFP to sub-recipients at any tier to the extent necessary to ensure compliance with the requirements.
- Enter data into CR3 reporting software.
- Ensure that all grant sub-recipients and/or vendors are in compliance with ARRA guidelines and that reporting requirements are met.
- Provide monthly and quarterly progress reports and recommend corrective courses of action when needed.
- Data collection of all required Better Buildings documentation to be determined by the U.S. Department of Energy from CR3 sub-recipients and vendors including but not limited to:
 - Job Creation and retention (including number, type and duration).
 - Energy use and demand savings
 - Renewable energy capacity and generation
 - Carbon Emission reduction

Loan Portfolio data collection including but not limited to:

- Number of loan applications received
- Number and dollar amount of loans provided
- Summary of upgrades/construction loan fund will be used for
- Loan and interest payments received
- Administrative costs incurred

SELECTION PROCESS SCHEDULE

On December 14 at 3:00 p.m. CST, a non-mandatory information session will be held in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, e-mail yambriz@cmapp.illinois.gov requesting RFP 057 webinar/conference call information by Friday, November 10 at noon.

- December 3: RFP Issued
- December 14: Pre-Bid Session
- December 20: proposals due
- January 3: Interview Finalists, if necessary
- January 12: Estimated CMAP Board approval

EVALUATION AND AWARD PROCESS

All applications submitted in response to this RFP will be reviewed and analyzed for completeness and the expertise in performing the scope of work requested. The Project Partners will evaluate applicants based on their response to this Request for Proposals, their previous experience administering Multifamily housing rehabilitation programs or loan programs offering construction management services or point of sale financing programs, their previous experience performing credit underwriting, and their willingness and ability to market to eligible potential borrowers, among other considerations.

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1. Demonstrated Capacity & Experience

Demonstration of required skills and experience. A history of energy efficiency retrofit, rehab, point of sale, or consumer loan programs in multifamily housing stock with a minimum of three years of experience and three projects completed; capacity of lender to underwrite loans, oversee construction and authorize payments.

2. Soundness of Approach & Project Readiness

Soundness of approach, including justification for the structure and terms of the loans, loan fees, eligible borrowers, eligible projects, expected tenors and terms, underwriting guidelines, interest rate and proposed loan terms. Sufficient evidence that projects are ready to proceed and retrofit activity can take place within 90 days of all contract approvals and that funds will be obligated and expended within the DOE BetterBuildings timeline outlined above .

3. Leverage

A successful applicant will also provide a minimum of 3:1 leverage for the loan pool, and include information and commitments from capital providers (if an external capital raise is required).

4. Impact, Energy Savings and Sustainability

Examples provided below are explanatory only—they are not an exhaustive list of what qualifies.

The CR3 Project Partners will evaluate applicants based on overall impact, energy savings, and sustainability. The CR3 project partners are looking to the loan and program administrator to identify ways in which the Loan fund can enhance local efforts to improve and preserve the existing multi-family housing stock through reducing energy costs. Examples of impact that may be possible are:

- Housing units preserved
- Alignment with comprehensive community and/or housing plans
- Proximity to transit, jobs or other amenities that can result in substantial housing cost savings
- Contribution to community stabilization activities
- Create spin-off private investment in construction
- Reduction of housing cost burden through energy efficiency measures
- Jobs created
- Additional leverage or in-kind support, coordination with other local initiatives, private, public or philanthropic funds
- Sustainability of the Loan Loss Reserve Fund beyond the three-year grant period

5. Oversight and Monitoring

Demonstrated capacity to oversee and monitor construction and energy efficiency activity including meeting all ARRA reporting requirements and compliance (Davis Bacon, NHPA, NEPA, etc.), building monitoring and verification. Please include a plan for compliance monitoring.

6. The reputation for the firm based on references

SECTION 3: Submittal Requirements

Proposals Must be Received at CMAP on or before 3:00 p.m. December 20, 2010

Submissions need not be lengthy, but they must be complete in responding to the RFP's major themes and be submitted in the order presented:

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Demonstrated Capacity & Experience. Provide a narrative describing a minimum of 3 years history of operating multifamily retrofit, rehab, point of sale, or consumer loan programs with a minimum of three projects completed; capacity of staff to underwrite loans and oversee federally funded construction including energy efficiency activities and authorize payments. Resumes should be included in an appendix for all key personnel assigned to this program.

Soundness of Approach & Project Readiness. Provide a narrative describing the proposed structure and terms of the loans, eligible borrowers, eligible projects, expected tenors and terms, underwriting guidelines, interest rate and proposed loan terms. Include summary of current and past multifamily rehab loan portfolio performance. Provide sufficient evidence that projects are ready to proceed and retrofit activity can take place within 90 days of contract signing including a project implementation plan that meets the DOE obligation and expenditure requirements outlined above.

Leverage, Impact, Energy Savings, and Sustainability

1. Describe how the Multifamily Retrofit Loan Loss Reserve Fund program will address leverage and impact in the geographic area to be covered in this response.
2. List multifamily housing programs that will be leveraged by the applicant including funding sources from private, public and/or philanthropic sources. Programs may include but are not limited to rehabilitation, repair, new build, lead and other hazard remediation, accessibility, counseling, or other government services coordination.
3. Discuss how the Multifamily Retrofit Loan Loss Reserve Fund program will mesh with these other programs and community initiatives to meet impact, leverage, and outcome goals.
4. Describe anticipated energy savings on a per unit basis.
5. Number of units to be retrofit as a result of the Loan Loss Reserve fund.
6. Sustainability of Lending product beyond the three-year grant period

Capital Funds Commitment. Provide a letter of firm commitment of loan pool resources commitment at a minimum leverage ratio of 3:1 (if an external capital raise is required).

Oversight and Monitoring. Provide a narrative for the process for oversight and monitoring including meeting all ARRA reporting requirements and compliance (Davis Bacon, NHPA, NEPA, etc.) building monitoring and verification (Please note that NEPA exemptions do not apply for solar powered or conventional garbage compactors).

References. At least three references, including individual contact name, name of company and phone number, that CMAP may contact regarding the consultant's qualifications to undertake this project.

Term Sheet for Energy Efficiency Loan Loss Reserve, Multifamily. Complete a term sheet (Attachment 1) detailing all lending product specifications.

Certificate Regarding Workers Comp and Bidder Information. The respondent shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", (Attachment 2), and the "Information to be Provided by Bidder", (Attachment 3).

Submission of Proposals

Three (3) paper copies of all applications as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., December 20, 2010. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of application by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning
Attn: Grant/Contract Officer
Response to RFP No. 057
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening of applications. Late submissions will be rejected and returned unopened.

Questions may be referred to Margaret McGrath, (312) 386-8788 or Email: mmcgrath@cmap.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, and Attachment 4 "Information to be provided by Organization at Contract Execution" which will apply to the contract.

Reservation of Rights

CMAP reserves the following rights if using them will be more advantageous to CMAP:

- a. Withdraw this application at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this application.
- e. Award a contract without negotiations or discussions.

Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

Materials submitted in connection with this application become the property of the Chicago Metropolitan Agency for Planning regardless of whether or not the proposing organization's proposal is selected.

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

1. Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and

conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

- b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
 - c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
 - e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
- 2. Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
 - 3. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

4. Reports and Methods of Payment.

a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

c. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.

5. Audit and Access to Records.

a. The Contractor and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

(1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

(1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

6. Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

7. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.
 - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each

subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

11. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

12. Prohibited Interest.

- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

13. Federal Reporting Standards.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

14. Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

15. Subcontracts.

- a. Any subcontractors or outside associates or consultants required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or organizations as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or consultants will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

16. Conflict of Interest. In order to avoid any potential conflict or interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

17. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

18. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

19. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

20. Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
21. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.
22. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
23. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

Federally Funded Agreements

All of the requirements listed in **Federally Funded Agreement Certifications**, contained in Attachment 4, "Information to be Provided by Organization at Contract Execution", apply to the federally funded project. The selected firm will be required to sign the certifications and agree to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 6: Special Provisions

1. Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

Attachment 1: Term Sheet for Energy Efficiency Loan Loss Reserve, Multifamily

Please enter information into the follow matrices. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, bidders are encouraged to copy and paste the table into an Excel spreadsheet and insert lines as necessary.

Borrowers:	Eligible borrowers include <FI to propose>
Lender:	_____, will act as the Financial Institute (FI), after having entered into LRF and Program Agreements with CMAP (FI requested to propose)
Use of Proceeds & Eligible Projects:	Loans must fund investment in energy efficiency measures in buildings in the seven-county Chicago Metropolitan Region, in energy efficiency projects. Equipment engineering and installation costs will be eligible.
Sources of Funds:	Borrower will contribute a minimum of __% [e.g., 20%] own funds toward total Project Costs. Energy efficiency grants can be considered as borrower equity. (Lender requested to propose)
Minimum Loan (per unit):	\$ ____ (Lender requested to propose). A ____ minimum Loan size is anticipated
Maximum Loan:	\$ ____ (Lender requested to propose). A ____ maximum loan size is anticipated
Loan Term:	(Lender requested to propose Loan term). Loan term will vary with the type of building (e.g. for residential, 7-15 year terms are planned, with 10 years being typical).
Payment Schedule:	(Lender requested to propose payment schedule). Payment schedule suggested for consideration: interest-only grace period for up to six months (typical 3 months, estimated) matching the estimated construction period, followed by level monthly payments of principal and interest for the balance of the Loan term. Mortgage-style amortization would allow the payments to be level over the Loan term.
Interest Rate:	(Lender requested to define range) based on Loan size, borrower credit, security, the mitigated risk (loan loss reserve), and other criteria. Rates will be fixed for each Loan at the time of Loan application approval.
Prepayment Option:	Lender requested to propose borrower prepayment options.
Loan Disbursement:	Lender requested to propose disbursement terms. Lender can propose disbursing the Loan in one or several installments. A simple method is a single Loan disbursement. The Loan may be disbursed into the account of contractor company(ies) performing the project works after the FI receipt of invoice for completed portion(s) of the project,

	<p>which invoice shall be transferred and accepted for payment by borrower, after determination of completion by CMAP. Methods for construction advances for larger projects can be proposed. Loan disbursement on each project will be contingent upon approval by CMAP based upon sufficient verification of EE project completion and all reporting requirements. County may rely on Program partners, such as utilities, to verify project completion.</p>
Loan Repayment & Security:	<p>To be proposed by Lender. Both secured and unsecured Loan products may be proposed by FI. Sources of security could include the following:</p> <ol style="list-style-type: none"> a) For residential secured Loans, a deed of trust may be required, with anticipated loan-to-value ratios of 80-85% and up to 100%. It is expected that a prudent portion of estimated energy cost-savings will be included in this calculation. b) First security interest in installed equipment can be obtained, and FI may make a UCC-1 security filing. c) LRF funds.
Underwriting Criteria:	<p>Lender requested to propose underwriting criteria. Sample criteria are for the commercial borrowers are indicated below:</p> <ul style="list-style-type: none"> • No negative credit history; current on outstanding debts • Current on utility bills • Debt to income ratio of ____ • Ratio of debt to total assets of _____. • Employment history - e.g. two years at current job • Income verification • Borrower's own funds contributing minimum ____% [e.g. 20%] of project capital costs
Loan Application:	<p>Borrower shall submit the following documents to the lender to apply for the Loan (to be determined by lender, examples follow):</p> <ol style="list-style-type: none"> a) Loan application (provided by lender and completed by borrower). b) Taxes for last two years. c) Other additional documents (to be defined by lender).
Loan Origination Procedures & Schedule:	<p>Lender is requested to define Loan origination procedures and schedule, including FI response time for processing Loan applications, rendering credit decisions once complete</p>

	information is received, and closing Loans on accepted applications.
Estimated # Units	
Estimated Energy Savings per unit	

Attachment 2: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: _____ Contact Person: _____

Business Address: _____

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

Type of Service/Product	Date Completed	Name and Address of Client	Contact Name and Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined Sec. III, provision 31g1). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.

Federally Funded Agreement Certifications

Department of Energy – Chicago Region Retrofit Ramp-Up (CR3)

A. Standard Assurances. The Undersigned assures that it will comply with all applicable federal statutes, regulations, executive orders, federal circulars, and other federal requirements in carrying out any project supported by federal funds. The Undersigned recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Undersigned agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. The Undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Additional Lobbying Representation.

Undersigned which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986? Yes
 No

If you checked "Yes" above, check the appropriate block:

The Undersigned represents that after December 31, 1995 it has has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

D. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, the Undersigned assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Undersigned receives federal assistance awarded for this Program.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Undersigned retains ownership or possession of the project property, whichever is longer, the Undersigned assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of project services or benefits may be filed with U.S. DOE. Upon request by U.S. DOE, the Undersigned assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its Title VI implementing procedures as U.S. DOE may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d,.

E. Control of Property. Undersigned certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

F. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

G. Debarment, Suspension, and other Responsibility Matters

(1) The Undersigned certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Undersigned is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

H. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. require the following:

- 1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
- 2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
- 3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in (OMB) Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
- 4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.

I. Davis Bacon. Wage Rates Requirements. In accordance with ARRA section 1606 and 2 CFR §176.190, if applicable, all laborers and mechanics employed by the Parties on projects funded directly by, or assisted in whole or in part with funds under ARRA, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). Guidance on the Davis-Bacon Act compliance requirements may be viewed at http://www1.eere.energy.gov/wip/davis-bacon_act.html. The Parties shall submit all applicable prevailing wage determinations for any and all labor and mechanic work to be performed, for EMT approval.

J. National Environmental Policy Act (NEPA) Requirements. To the extent applicable, the Undersigned certifies it will comply with the NEPA requirements. Use of Federal funds is restricted if action would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a

final NEPA decision regarding this project. If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

Strong preference should be given to projects that are eligible for categorical exclusions from National Environmental Policy Act (“NEPA”) review. Projects that are not eligible for categorical exclusions should be considered if they demonstrate exceptional energy savings and job creation potential; however, these projects will be required to go through a more extensive environmental review process with the DOE. The following activities are eligible for categorical exclusion from NEPA review, as set forth in guidance provided by DOE:

- Retrofits of existing buildings or facilities (residential, commercial, industrial, government, academic) with energy efficient equipment. Many types of projects can fall into this category – insulation, LED lighting, HVAC upgrades, weather sealing, ENERGY STAR appliances, replacement of windows and doors, etc. – however, it probably would not include massive expansions of buildings or facilities. For historic structures, it may be necessary that the retrofits maintain the building’s historic character (e.g., replacement of windows and doors with appropriate designs).
- Installation of small renewable energy sources located on existing buildings or existing facilities – photovoltaics, wind turbines, solar thermal hot water, geothermal heat pumps, combined heat and power systems. There are no bright lines here, but the following are some rough rules of thumb as to what could be deemed to be small:
 - Photovoltaics – appropriately sized units on existing rooftops and parking shade structures; or 60kW systems or smaller installed on the ground within the boundaries of an existing facility.
 - Wind turbines – 20kW or smaller.
 - Solar thermal hot water – appropriately sized units for residences or small commercial buildings.
 - Geothermal heat pumps – 10 tons of capacity or smaller.
 - Geothermal power plants – 300kW or smaller (factors such as open or closed loop and fluid type play a role).
 - Combined heat and power systems – systems sized to boilers appropriate to the buildings in which they are located.
 - Hydropower – because of the site-specific issues relating to hydropower systems and the fact that they are rarely installed at the facility they serve, it is unlikely that they can be deemed small without additional information.
- Individual systems larger than those above may be categorically excluded based on additional information provided by the applicant regarding a specific installation. Very large renewable energy systems (e.g., wind farms or district geothermal heat systems) that serve many customers built on a green field site would definitely not fall within a categorical exclusion; nor would a large facility comprising many small sources. Finally, installing any renewable energy system on a historic structure could require further consideration under the National Historic Preservation Act or other statutes.
- Energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
- Alternative fueling tanks and systems installed on existing facilities (but not a large biorefinery); purchase of alternative fuel vehicles.
- Financial incentive programs – rebates and energy savings performance contracts for existing facilities or for energy efficient equipment, provided that the incentives are not so large that they would be deemed to be grants that essentially create projects that would not otherwise exist. For example, giving a wind farm that cost \$100 million a sum of \$50 million and calling it a rebate would not fall within such a categorical exclusion; a 10% rebate on the purchase and installation of energy-efficient windows would.

K. National Historic Preservation Act (NHPA). To the extent applicable, the Undersigned certifies it will comply with the NHPA requirements. Prior to the expenditure of project funds to alter any historic structure or site, the

Undersigned will ensure that it is compliant with Section 106 of the NHPA, consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places.

Agreement between the State Historic Preservation Agency and DOE has been made to expedite Historic Preservation reviews. In order to ensure compliance under the terms of the Agreement, the applicant must comply with the guidance set forth in this document. Projects that involve properties greater than fifty (50) years old and not listed on Attachment C shall be submitted to the State Historic Preservation Office for review. The checklist can be found at: <http://www.illinoishistory.gov/PS/rcdocument.htm>

EECBG UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW

A. Category 1 – No Consultation required

DOE and the SHPO have concluded that the following undertakings do not have the potential to cause effects on historic properties per 36 CFR § 800.3(a)(1):

1. *General efficiency measures not affecting the exterior of the building:*

- a. Energy audits and feasibility studies
- b. Weatherization of mobile homes and trailers
- c. Caulking and weather-stripping around doors and windows in a manner that does not harm or obscure historic windows or trim.
- d. Water conservation measures -like low flow faucets, toilets, shower heads, urinals - and distribution device controls
- e. Repairing or replacing in kind existing driveways, parking areas, and walkways with materials of similar appearance
- f. Excavating to gain access to existing underground utilities to repair or replace them, provided that the work is performed consistent with previous conditions
- g. Ventilating crawl spaces
- h. Replacement of existing HVAC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, heat exchangers that do not require a change to existing ducting, plumbing, electrical, controls or a new location, or if ducting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right of way.
- i. Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors and carbon monoxide detectors (wired or non-wired)
- j. New installation of non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements
- k. Adding variable speed drive motors
- l. Insulation of water heater tanks and pipes
- m. Furnace or hot water tank replacement that does not require a visible new supply or venting

2. Insulation measures not affecting the exterior of the building:

- a. Thermal insulation installation in walls, floors and ceilings (excluding spray foam insulation)
- b. Duct sealing, insulation, repair or replacement in unoccupied areas
- c. Attic insulation with proper ventilation; if under an effective R8 - add additional R-19 up to R-38 (fiberglass bat only)
- d. Band joist insulation - R-II to R19 as applicable
- e. Water heater tank and pipe insulation

3. Electric base load measures not affecting the exterior the building:

- a. Appliance replacement (upgrade to EnergyStar appliances)
- b. Compact fluorescent light bulbs
- c. Energy efficient light fixtures, including ballasts (Replacement)
- d. LED light fixtures and exit signs (Replacement)
- e. Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way

L. The American Recovery and Reinvestment Act (ARRA) of 2009. The Undersigned certifies it will comply with all terms and conditions in the ARRA relating generally to governance, accountability, transparency, data collection and resources as specified in ARRA.

- 1. Flow Down Requirement. The ARRA special terms and conditions must be included in any subaward.
- 2. Segregation of Costs. The obligations and expenditures related to funding under ARRA must be segregated.
- 3. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- 4. Protecting State and Local Government and Contractor Whistleblowers. ARRA Section 1553 states that an employee of any non-Federal employer receiving covered funds under the ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties to certain agencies, organizations or individuals information that the employee believes is evidence of specified actions.
- 5. False Claims Act. Recipient and subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.
- 6. Reporting and Registration Requirements Under Section 1512 of the Recovery Act. Recipients and subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal numbering System (DUNS) Number (<http://www.dnb.cm>) is one of the requirements for registration in the Central Contractor Registration.
- 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available through ARRA should be American-made.
- 8. Wage Requirements. ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
- 9. Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients. To maximize the transparency and accountability of funds authorized under ARRA

recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.

10. Davis-Bacon Act and Contract Workhours and Safety Standard Act. If applicable, Recipient must perform requirements of the Davis-Bacon Act.

L. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D). As required by OMB, Undersigned certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Energy, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C 4541 et seq., relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 et seq., related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided; and
 - Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through L apply to the federally funded project. The Undersigned agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SIGNATURE

As the duly authorized representative of the contractor, I hereby certify that the contractor will comply with the above certifications.

Name of Contractor: _____

Printed Name and Title of Authorized Representative: _____

SIGNATURE
CMAP RFP 57

DATE